

REMARKS/ARGUMENTS

The non-final Office action of August 9, 2007, has been carefully reviewed and these remarks are responsive thereto. Claims 31, 33, 36, and 39-47 have been amended. No new matter has been added. Reconsideration and allowance of the instant application are respectfully requested.

Allowable Subject Matter

Applicants thank the Examiner for indicating allowable subject matter with respect to claims 33-35. Claim 33 has been amended to be in independent form.

Claim Rejections Under 35 U.S.C. §103

Claims 31, 32, 36, 37, 39-45 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Eskicioglu *et al.* (U.S. Patent Pub. No. 2002/0146125, “Eskicioglu”) in view of Carolan *et al.* (U.S. Patent Pub. No. 2002/0036658, “Carolan”) and Watchfogel *et al.* (U.S. Patent Pub. No. 2001/0042203, “Watchfogel”). This rejection is respectfully traversed for at least the following reasons.

Amended independent claim 31 recites, *inter alia*, receiving, receiving a request for transmission of control messages, to a second decoder over a roaming network. Claim 31 further recites checking whether a subscription arrangement exists between a user associated with the request and a first service provider enabling roaming, in which the first service provider is configured to broadcast to a first decoder over a home network, and if the subscription arrangement exists, transmitting, from the second service provider, the control messages to the second decoder. Nowhere do any of the cited references, either separately or in combination, teach or suggest such features. The Office Action concedes that Eskicioglu does not explicitly teach the feature of checking whether the user is authorized to access the second broadcast stream by checking that a subscription arrangement exists between the user and the first service provider. Instead, the Office Action relies on Carolan to allegedly disclose such features. Applicants respectfully disagree. Carolan is generally directed to a subscription/authorization system for displaying a brand indicia associated with a particular internet service provider.

Abstract. When a switch is made from a first service provider to a second service provider, the system goes through an authorization process to access and display the correct logo information. Carolan, paragraphs [0058]-[0059]. Nonetheless, Carolan lacks a teaching or suggestion of checking whether a user is authorized to access a second broadcast stream *by checking that a subscription arrangement, enabling roaming, exists between the user and the first service provider, in which the first service provider broadcasts over a home network.* That is, Carolan does not teach or suggest that authorization for accessing the second broadcast stream is based on the existence of a subscription arrangement between a user and a specific service provider, enabling roaming. Carolan merely discloses a service activation system authenticating the subscriber by checking the subscriber's credentials and credit information, and access to one service provider is not dependent upon the identity of, or the subscription to, a different provider. Watchfogel is similarly deficient and thus fails to cure these deficiencies of Eskicioglu and Carolan. Accordingly, notwithstanding whether the asserted combination is valid, the asserted combination does not result in the claimed features of claim 31. Claim 31 is thus allowable for at least these reasons.

Additionally, claim 31 relates to accessing a program in a roaming network by checking that a user has a subscription agreement with a service provider in a home network. Eskicioglu does not teach or suggest such a feature. Neither Carolan nor Watchfogel, either separately or in combination, cures this deficiency of Eskicioglu. For example, nowhere does Eskicioglu teach or suggest that one service provider transmits broadcast streams over a home network while another service provider receives and transmits data over a roaming network. Accordingly, claim 31 is allowable for this additional reason.

Amended independent claim 39 and 45 recites features similar to those discussed with respect to claim 31 and are thus allowable for substantially the same reasons as claim 31.

Claims 32, 36, 37, 40-44, 46 and 47 are dependent on claims 31, 39 and 45, respectively, and are thus allowable for at least the same reasons as their base independent claim.

CONCLUSION

All rejections having been addressed, Applicant respectfully submits that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the Examiner believes the application is not in condition for allowance or there are any questions, the Examiner is requested to contact the undersigned at (202) 824-3156.

Respectfully submitted,

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